

**CITY OF SOMERVILLE, MASSACHUSETTS
SCHOOL COMMITTEE**

**BID SPECIFICATIONS
BID # S2015-07**

ARTICLE 1 – GENERAL

The Contractor shall furnish toner cartridges for the Somerville School Department of the kind and quality as described in these specifications.

ARTICLE 2 – PERFORMANCE

The Contractor must be in the business of printing supply sales.

ARTICLE 3 – DESCRIPTION

- 3.1 Contractor shall furnish toner cartridges which meet the requirements described in the Proposal Page (See page P-13) and shall be individually boxed as compact as possible.
- 3.2 All quantities in this IFB are estimates and not guaranteed.

ARTICLE 4 – WARRANTY

- 4.1 The Contractor warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City.
- 4.2 The Contractor guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Contractor will assume any additional cost accrued by the City due to the defective or inferior Supplies.
- 4.3 The Contractor guarantees all Supplies for a period of one (1) year.

ARTICLE 5 – DELIVERY

The printer cartridges shall be delivered to Somerville High School, Technology Department located at 81 Highland Avenue, Somerville, MA 02143, unless otherwise specified. Inside delivery is required.

ARTICLE 6 – BRAND NAME “OR EQUAL”

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. Samples may be requested before a final decision is made. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

ARTICLE 7 – INSURANCE

- 7.1 The Contractor shall take out and maintain at all times during the life of this contract such Public Liability and Property Damage Insurance as shall protect him from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from operations under this contract, whether such operations be by himself or by anyone directly or indirectly employed by him and the amount of such insurance shall be as follows:
- (a) **GENERAL LIABILITY INSURANCE** - Contractor shall supply the City of Somerville with certificates of insurance covering general liability in amount not less than \$2,000,000.00 aggregate and not less than \$1,000,000.00 per occurrence.
 - (b) **ERRORS & OMISSIONS (PROFESSIONAL LIABILITY)** - Contractor shall supply the City of Somerville with certificates of insurance covering professional liability in amount not less than \$ N/A aggregate and not less than \$ N/A per occurrence.
 - (c) **SEXUAL ABUSE/CHILD MOLESTATION INSURANCE** – Contractor shall supply the City of Somerville with certificate of insurance covering child molestation in an amount of not less than \$ N/A aggregate and not less than \$ N/A per occurrence.
- 7.2 Before commencing performance of this contract, the Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under G.L. c. 152 (The Workmen’s Compensation Law, so-called) to all persons to be employed under this contract and shall continue such insurance in full force and effect during the term of the contract. Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this contract and may operate as an immediate termination thereof.
- 7.3 The Contractor shall submit to the Finance Director certificates of insurance as required by Appendix C – Insurance Specifications of the contract. Such certificates shall contain the following language: “No cancellation of, or change of revision in, the Insurance by the Insurer of the Insured, the existence of which Insurance is evidenced by this certificate, shall be valid unless written notice thereof is given to the Finance Director, Somerville School Committee, 42 Cross Street, Finance Office, Somerville, MA 02145 of cancellation, change or revision, by mail, postage prepaid and evidenced by a return receipt.”
- 7.4 The Contractor shall file a copy of the Insurance policies required to be carried by him under this contract with the Finance Director within ten (10) calendar days after notice of the acceptance of its bid is given or mailed by the School Committee.

NOTE: IF DURING THE LIFE OF THIS CONTRACT YOUR INSURANCE EXPIRES, YOU SHALL BE RESPONSIBLE FOR SUBMITTING A NEW CERTIFICATE(S) COVERING THE PERIOD OF THE CONTRACT. NO PAYMENT WILL BE MADE ON A CONTRACT WITH AN EXPIRED INSURANCE CERTIFICATE.

ARTICLE 8 – PRICE

- 8.1 All bid prices submitted in response to this IFB are to include delivery charges, cost of fuel and all other charges related to the products listed.
- 8.2 All bid prices submitted in response to this IFB must remain firm for sixty (60) days following the bid opening.
- 8.3 Upon award of the contract all bid prices are to remain firm for the duration of the contract.
- 8.4 In case of error in extension of prices submitted, the unit price will govern.

ARTICLE 9 – INVOICING

- 9.1 Invoice(s) may be submitted for processing, upon delivery to: Somerville School Department, Finance Office, 42 Cross Street, Somerville, MA 02145.
- 9.2 No invoice will be paid prior to delivery of supplies.

ARTICLE 10 - ASSUMPTION OF LOSS AND LIABILITY

- 10.1 The Contractor agrees that it shall pay for all materials used or employed in the performance of the work under this contract and all rental or hire of appliances and equipment employed in such work.
- 10.2 Any public or private property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition by the Contractor at its expense, and the materials and workmanship used must be first class in every respect. In the event the Contractor fails to make such repairs promptly to the satisfaction of the Finance Director, the School Committee may at its discretion direct that such repairs be charged against the Contractor, and that any sum or sums due or to become due to the Contractor be applied to meet the cost of such repairs.
- 10.3 The Contractor agrees to assume the defense of and hold the City, the School Committee, and the officers, agents and employees of the City and the School Committee harmless from any and all suits and claims against them or any of them arising from any act of omission of the Contractor, its agents or employees in carrying out the contract.

ARTICLE 11 – RELATIONSHIP WITH CITY

The Contractor is retained solely for the purposes and to the extent set forth in this contract. During the term of this contract, the Contractor's relationship to the City shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. Neither the Contractor nor its agents or

employees shall be considered as having the status or any pension rights of a City employee provided, however, that the Contractor shall be subject to all duties and penalties imposed on City employees under G.L. c. 268A regarding conflict of interest. The City shall not be liable for any personal injury to, or death of, the Contractor, its agents or employees.

ARTICLE 12 – PROHIBITION OF ASSIGNMENT, ETC.

The Contractor shall not assign, delegate, sub-contract or in any way transfer or assign any obligation, interest, or right arising under this contract without prior written consent of the Superintendent and/or Finance Director. Any such action made or taken without such consent shall be void.

ARTICLE 13 – REMEDIES OF SCHOOL COMMITTEE

- 13.1 If the Contractor shall fail to perform services or shall perform services in a manner which is not pursuant to the terms and conditions of this contract, the School Committee may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor, and may deduct the surplus cost of any substitute contract, or the damages sustained by the School Committee due to nonperformance of services, together with incidental and consequential damages from the contract price, and shall withhold such damages from sums due or to become due.
- 13.2 If the damages sustained by the School Committee, as determined by the Finance Director, exceed sums due or to become due, the Contractor shall pay the difference to the School Committee upon demand.
- 13.3 The Contractor shall not be liable for any damage sustained by the School Committee due to the Contractor's failure to perform services under the terms of the contract if such failure was caused by a state of war, act of enemies, embargoes, appropriation or confiscation of facilities used by the Contractor or by compliance with any federal, state or municipal governmental regulation or order, promulgated after the acceptance of the Contractor's bid by the School Committee, provided that the Contractor has notified the Administrator in writing of such cause within seven (7) days of its occurrence.
- 13.4 The School Committee may, by signed written notice from the Superintendent of Schools to the Contractor, cancel this contract at any time if it is determined by the School Committee that the Contractor has defaulted in performance of this contract or has failed in any respect to prosecute the service with promptness and diligence or, in the case of bankruptcy, insolvency, receivership or a general assignment, for the benefit of Contractor's creditors.
- 13.5 In the event the School Committee terminates this contract, the School Committee shall further retain its remedies under this contract, including but not necessarily limited to remedies under Sections 15.1 and 15.2 of the Specifications/Scope of Services.

ARTICLE 14 – REMEDIES OF CONTRACTOR

If the Contractor claims any loss or injury resulting to him from any act, omission or neglect of the School Committee, its agents or employees, other than a loss or unperformed or nonconforming services (for which the City shall in no event be liable), the Contractor shall, within seven (7) days of the occurrence or such act, omission or neglect simultaneously deliver to the Administrator, the Finance Director and the City Solicitor detailed written statement of the loss or injury resulting therefrom. No reimbursement shall be made to the Contractor unless the Contractor shall have delivered a written statement as required herein.

ARTICLE 15 – RELEASE OF THE CITY ON FINAL PAYMENT

- 15.1 Simultaneously with acceptance by the Contractor of the sums tendered by the School Committee as the final payment under this contract, the Contractor shall execute and deliver to the City an instrument under seal, forever releasing the School Committee and the City from all claims and liabilities, excluding such claims and liabilities as are expressly excepted in said instrument, in any way connected with this contract.
- 15.2 It is agreed that the person who, in fact, executes and delivers said instrument, shall be deemed to be authorized and empowered to execute and deliver the same on behalf of the Contractor.

ARTICLE 16 – COMPLIANCE WITH LAWS AND PUBLIC POLICY

- 16.1 This contract is made subject to all laws of the Commonwealth of Massachusetts. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause.
- 16.2 The Contractor shall keep itself fully informed of and agrees to comply with pertinent federal, state and municipal laws, ordinances, rules and regulations in any manner affecting the services embraced in the contract.
- 16.3 The Contractor shall procure all applicable permits, licenses and approvals necessary for the performance of services under this contract at Contractor's expense.
- 16.4 The Contractor shall conform to all the labor laws of the Commonwealth. The Contractor shall not obstruct any person in doing work for the City.
- 16.5 The Contractor agrees not to discriminate in connection with the performance of work under this contract against any employee or applicant for employment because of race, creed, color, gender, national origin, or age. The Contractor agrees to post notices in conspicuous places, to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of this Commonwealth.

- 16.6 The Contractor agrees to comply with the provisions of G.L. c. 264BA (The Conflict of Interest Law). The Contractor shall not act in collusion with any city officer, agent or employee, or any other party, nor shall the Contractor agree to job-related gifts regarding this contract or any other matter in which the City has a direct and substantial interest.

ARTICLE 17 – TERM OF CONTRACTOR

This contract is for a period of one (1) year from September 1, 2014 to August 31, 2015.

ARTICLE 18 – CONTRACT VALUE

The Somerville School Department estimates the contract value to be no more than \$75,000.00 for this purchase.

ARTICLE 19 – RULE FOR AWARD

A contract will be awarded to the responsible and responsive bidder who offers the lowest price for the total cost of the items requested.